

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS
ITEM NAME: ELECTRO HYDRAULIC ACTUATOR OF TURBINE VALVES WITH ITS SPARES
PROJECT: SIPAT AND YAMUNA NAGAR

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of **Electro Hydraulic Actuator of Turbine Valves with its spares** for Sipat & Yamuna nagar projects as per requirement mentioned below:

ITEM-NO	MATERIAL CODE & ITEM DESCRIPTION	QTY.	UNIT	PROJECT	DATE FOR SUPPLY COMPLETION
1	W90311400230 DRG: 31140030600 VAR00 REV: 00 ELECTRO HYDAULIC ACTUATORS (EHA) FOR MAIN TURBINE VALVES	2	SET	SIPAT-01 SET YAMUNA NAGAR-01 SET	SIPAT- 20.07.2027 YAMUNA NAGAR-30.04.2027
2	W90311400361 DRG: 41140030504 VAR 00 REV: 00 COMMISSIONING SPARE PARTS FOR ELECTRO HYDRAULIC ACTUATORS OF TURBINE VALVES	2	SET	SIPAT-01 SET YAMUNA NAGAR-01 SET	SIPAT- 20.07.2027 YAMUNA NAGAR-30.04.2027
3	ST9731140026 DRG: 31140030616 REV: 00 MANDATORY SPARES FOR EHA OF TURBINE VALVES	1	SET	YAMUNA NAGAR SPARES	30.04.2027
4	ST9731324682 DRG: 418000H1053 REV: 00 CIE MANDATORY SPARES OF EHAs AS PER DRAWING NO. 418000H1053 FOR YAMUNANAGAR	1	SET	YAMUNA NAGAR SPARES	30.04.2027

2. Project Detail:

1. Project Name	1X800MW YAMUNA NAGAR HPGCL
Consignee Address	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO- PANSARA, YAMUNA NAGAR, HARYANA-135001, INDIA
Project Name	SIPAT STAGE-III (1X800 MW) PROJECT
Consignee Address	Head of Project Sipat Super Thermal Power Project, Stage-III (1X800 MW) P.O : Ujjwal Nagar, District : Bilaspur Chhatisgarh - 495555

3. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal along with offer EMD is applicable to all the bidders irrespective of PMD bidders/GeM provisions.

Details	Amount In INR	Type
EMD	INR 40,00,000/- (Forty lakhs only)	Refundable

3.1: Modes of deposit: The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.
- (vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.2: Exemption of EMD

As per GeM GTC following are the exempted category of EMD/Bid Security.

- a. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Productor Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- b. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- d. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- e. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- f. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.

g. Central / State PSUs.

h. In addition to above GeM conditions, offers directly from the manufacturer or their authorized agents are also exempted from submission of EMD.

3.3: Forfeiture of EMD:

- a. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- c. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- d. Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 10% of contract value (excluding taxes) from contractor / Supplier.
- e. EMD/PBG/PS shall not carry any interest.

4. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

4.1 Modes of deposit of PS/ PBG: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:

- I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- III. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- V. Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

4.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

5. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

S.NO	Terms	Description	Supplier confirmation
1.	Make in India Clause	<p>For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT"</p> <p>As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make In India Declaration format.</p>	
2.	Documents Checklist:	<p>Please submit signed and stamped copy of your offer on each page along with following documents;</p> <ul style="list-style-type: none">• Buyer Specific T&C.• Technical PQR & its supportive document.• Technical drawing & purchase specification.• Quality plan.• Certificate/self-certification for minimum local content as per PPP-MII order.• Replica of price bid schedule without prices with part-I offer.• NO deviation Certificate . <p>Please note that technical documents shall be shared against submission of FCA (FCA copy enclosed) .</p>	
3.	Compliance of GTC on GeM	<p>General Terms and Conditions on GeM 4.0 (Version 1.28) dated 22.12.2025 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.</p>	
4.	Pre-Qualification Requirements	<p>The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</p>	
5.	Procurement from Customer Approved / Accepted Vendors only	<p>Bidders are requested to submit their credentials along with offer (Credentials should include BHEL P.O.s on vendor for the same rating or higher rating turbines, Experience of vendor with state utilities and major PSU like NTPC, End User Certificate wherever available), in order to take up with end customer for approval</p> <p>Supplier to submit following credentials for arranging Customer approval:-</p> <ul style="list-style-type: none">• Company Profile	

		<ul style="list-style-type: none"> List of Order Executed/ on hand for Power Sector/Gov. organization of same /similar items Copy of Major Supply Orders Performance Certificates for Satisfactory working of System/ Equipment from end users Item. <p>The offer of only those bidders, who meet Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer, will be considered for price-bid opening & RA for the requirement against this enquiry.</p>			
6.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.			
7.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm.			
		The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.			
8.	Prices/Basis of Quotation	The offered prices of the items shall remain firm till the execution of the contract, kindly confirm.			
		Ensure to quote your price inclusive of Packing, forwarding, Freight & GST for Total quantity on GeM portal.			
		Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.			
		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.			
9.	Loading and unloading	Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope. Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the vendor. Kindly note			
10.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, taking all material codes and service together with total cost involved for delivery up to each BHEL project site (i.e. consignee wise evaluation).			
11.	Evaluation Currency	The evaluation currency for this tender shall be INR.			
12.	Payment terms:	For Material Portion;			
		The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site (i.e. MRC date).			
		<table border="1"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 days</td> </tr> </tbody> </table>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)
Type of Bidder	Payment Terms (Number of Days)				
Micro & Small Enterprises (MSEs)	45 days				

		<table border="1"> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </table> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p> <p><u>For Supervision during E&C of equipment at project site ;</u> 100% payment against submission of Successful Commissioning or installation Certificate/Time Sheet/MOM signed by Project authorities along with Invoice direct to BHEL.</p>	Medium Enterprises	60 days	Non MSME	90 days	
Medium Enterprises	60 days						
Non MSME	90 days						
13.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.					
14.	Reverse Auction	RA shall be done on GeM portal as per the guidelines & logics enabled on GeM portal.					
15.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.					
16.	Delivery Period	<p>Please note that BHEL's Delivery requirements are mentioned in point no 1 of above.</p> <p>Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers.</p> <p>Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.</p> <p>Accordingly bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.</p>					
17.	Liquidated Damages (LD) for late delivery	<p>Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.28) as under: kindly confirm.</p> <p>"If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever".</p> <p>The date of LR would be treated as the date of delivery for penalty purposes.</p>					
18.	Technical Requirement :	<p>THE OFFER SHALL BE SENT COMPLETE IN ALL RESPECT ALONG WITH ALL THE RELEVANT DOCUMENTS AS MENTIONED AGAINST CLAUSE 9 OF BHEL DRG. NO. 1-11400-30510, 1-11400-30520, 1-11400-56511, 1-11400-30540 & 1-11400-56512.</p> <p>Kindly ensure completeness of the offer and furnish the check list as per Annexure-7A &7B dully filled along with the offer.</p> <p>Kindly confirm to provide 3D MODELS for supplied equipment assemblies (having all the components included) complete with all connection points/interfaces for the purpose of 3D power plant layout to be done by BHEL as per customer specification requirements. the file format of 3D model shall be informed by BHEL and the same shall be subject to customer approval.</p> <p>Kindly offer the make/model of servo valves as per BHEL specification. In case, supplier offer equivalent make/model, the same to be got approved from Siemens Germany else the equivalent offered servo valve should be proven one and should also have minimum 3 years of satisfactory running experience in steam turbine of mw rating 200 MW or above all the supporting documents</p>					

		along with end user certificate to be furnished by the vendor in support of satisfactory running experience.	
		Pl note that training program at site for 2 days shall be provided by the vendor regarding design/construction features, operation & maintenance of the supplied equipment (including C&I) to customer / BHEL Engineers.	
		The document no. " CIE-EHA-G8" (PURCHASE SPECIFICATION FOR CIE FOR ELCTRO HYDRAULIC ACTUATORS FOR MAIN TURBINE VALVES)" is part of BHEL purchase specification and shall be complied by the vendor for Sipat project, kindly confirm.	
		The document no. " CIE-EHA-H1" (PURCHASE SPECIFICATION FOR CIE FOR ELCTRO HYDRAULIC ACTUATORS FOR MAIN TURBINE VALVES)" is part of BHEL purchase specification and shall be complied by the vendor for Yamuna nagar project, kindly confirm.	
		EHA documents submitted by vendor for BHEL'S approval shall also be subject to customer's approval. therefore, timely submission of the complete set of EHA documents must be ensured by the vendor.	
		In case of any conflict between stipulations in various portion of the specification, most stringent stipulation would be applicable for implementation by the vendor without any cost or delivery implication to BHEL. PL confirm.	
		Deviation, if any, whether major or minor, should be brought out very clearly on deviation sheet along with the offer. In the absence of any deviation, the offer shall be deemed to be in full conformity with the specification. Hidden deviation in the offer shall not be acceptable or binding on BHEL. PL note & confirm.	
		THE NOISE LEVEL SHALL BE LESS THAN 85 DBA AT A DISTANCE 1.0 METER FROM THE SHELL OF EQUIPMENT.	
		Functional testing of actuators shall be done only with phosphate ester based FRF TRIXYLENYL PHOSPHATE (TXP) having cas no. 25155-23-1 as per BHEL specification ST22007	
		Kindly furnish item wise price (in price bid) of each item referred in BHEL drg nos for mandatory spares of EHA.	
		ST22009, wherever called in the BHEL specification drawing to be read as ST22007.	
		Kindly confirm to supply the E-LERANING package module as per the clause 8.03.05 OF ANNEXURE 6.	
		Drawings/Data sheets/documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay in documents submission/approval shall be on either side.	
		Documents required after order placement: Kindly confirm that in the event of ordering, you will furnish all the documents as per BHEL DRG NO 31140056501 (MDL) complying time schedule mentioned therein. for BHEL review and approval	
19.	Technical Document/ Drawing approval conditions	Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt. Any comments on the documents shall be given by BHEL within 7 days of submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document submission and approval shall not exceed 30 days for respective party.	

		Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.	
20.	Recommended Spares	Please submit item wise price list of each item referred in BHEL Drawing no 2-11400-56510 (Recommended Spare Parts).These prices shall be used for our reference and future ordering (if required) and not to be considered for Evaluation.	
21.	Supervision during Erection & Commissioning and Training	<ul style="list-style-type: none"> Kindly note that the vendor shall carry out supervision work during Erection & Commissioning of the equipment. Since there are substantial interfaces of EHA with HPSU, therefore vendor shall carry out their supervision work at site to ensure satisfactory commissioning of all EHA's along with associated HPSU. Kindly quote the lumpsum price of the same in your offer. Kindly note that training program at site for 2 (Two) days (Once for Total Project) shall be provided by the vendor regarding design/ construction features, operation & maintenance of the supplied equipment's (Including C&I) to customer/ BHEL Engineers. <p>Please ensure that "Per Man Day" & "Per Visit" charges for Supervision during Erection & Commissioning and Training including every expense are quoted. For evaluation purpose, total 08 Mondays and 02 visits charges shall be considered for commissioning and training will be considered for each project. Covered in the tender enquiry. However payment will be made on actual number of days and visits involved in supervision of erection/ commissioning and training.</p>	
		Please note that the vendor should send a checklist to BHEL prior to deputation of competent representative for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor would send the competent representative within 15 days of confirmation of site readiness. <u>In case, any additional work is required which is beyond the scope/warranty/guarantee of the vendor, the work would be commenced only after signed agreements with site representative & the vendor.</u>	
		Please confirm that the charges quoted for Supervision during Erection & Commissioning and Training shall be inclusive of applicable GST .	
22.	SPECIAL INSTRUCTION	<p>Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</p> <p>In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer.</p> <p>No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry,</p>	

		after opening of techno-commercial offers. Please note and confirm.	
23.	Packing and Storage	<p>A -Kindly confirm the following packing requirements;</p> <ul style="list-style-type: none"> • All the equipments/items shall be supplied in closed steel boxes/closed wooden boxes with steel cover sheet. packing boxes should be rain proof. Kindly confirm. • Packaging of item should be done in such a way that it should not require any internal package inspection for at least one year. • All the equipment /items shall be dispatched in seaworthy packing as per packing instruction document no. HW0232898. • STORAGE & HANDLING INSTRUCTIONS of the equipment shall be furnished by the vendor separately and 2 copies of the same shall be supplied to site along with main equipment. <p>B-ADDITIONAL PACKING REQUIREMENTS FOR SPARES: 1- ALL spare items shall be packed for 5 year preservation. small spare items shall be packed & sealed in transparent plastic bags and drying agents shall be used. 2- ALL packing box shall be marked properly & numbered clearly. 3. Packing box of mandatory spares shall be painted with green color for easy identification at project sites. Mandatory spares to be written in Bold Letters on all sides of packing boxes 4.Commissioning spares need to be packed in separate boxes. Commissioning spares to be written in Bold Letters on all sides of packing boxes.</p>	
4.	Painting requirement	Kindly confirm to comply painting requirements as per BHEL check list.	
5.	Action against Bidders / vendor / supplier / contractor in case of default:	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”</p>	
6.	MDCC clause	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>MDCC shall be issued within 7 days of receipt of complete quality documents / TCs,. In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remains same & binding.</p> <p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any</p>	

		manner to compensate the supplier in this regard. Kindly confirm.															
7.	Integrity Pact	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>SI</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Dr. Sarat Kumar Acharya, Ex-CMD NLC</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri R. Mukundan , (IRPS, Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Madan Lal Meena, (IAS, Retd)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note: <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p> <table border="1"> <tbody> <tr> <td>Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</td> <td>Mr. Pankaj Kumar Designation: Sr. Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</td> </tr> </tbody> </table>	SI	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD NLC	iem1@bhel.in	2.	Shri R. Mukundan , (IRPS, Retd.)	iem2@bhel.in	3.	Shri Madan Lal Meena, (IAS, Retd)	iem3@bhel.in	Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690	Mr. Pankaj Kumar Designation: Sr. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690	
SI	IEM	Email															
1.	Dr. Sarat Kumar Acharya, Ex-CMD NLC	iem1@bhel.in															
2.	Shri R. Mukundan , (IRPS, Retd.)	iem2@bhel.in															
3.	Shri Madan Lal Meena, (IAS, Retd)	iem3@bhel.in															
Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690	Mr. Pankaj Kumar Designation: Sr. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690																
8.	Performance Security/ Performance Bank Guarantee:	<p>Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including Guarantee/warranty obligations.</p> <p>PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the Guarantee/Warranty under the contract. The Performance Security/PBG shall not carry any interest. Please confirm.</p>															
9.	Guarantee/Warranty clause	<p>Kindly confirm the following Guarantee/Warranty clause;</p> <ul style="list-style-type: none"> Guarantee/Warranty period shall be provided for a period of 36 months from the date of supply or 18 months from commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL. The supplier to provide technical support/services or alternative solutions against any issues; reported in the equipment supplied by the vendor for up to at least 10 years from the supply date. <p>BHEL reserve the rights to reject the offers having lesser guarantee period as</p>															

		mentioned above.	
10.	Order Acceptance :	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance is not received within 15 days of order placement, PO deemed to be accepted by you.	
11.	Beneficiary of PO	Kindly confirm on whom the PO will be placed in the event of ordering.	
12.	Additional Conditions for Assessment	BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria (PQR). BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.	
13.	O&M Manuals	Kindly confirm that in the event of ordering O&M manuals will be provided in 15 nos. of Hard Copies and 04 nos portable hard disks for soft copies of O&M manual as per clause 2.4.1 of BHEL drawing no. 1-11400-56012 to BHEL HWR. 03 Nos. Hard Copies & 01 no portable hard disks of O&M Manuals shall be supplied along with the equipment at site and description of the same should be mentioned in packing list. Kindly note that your documents including O&M Manual shall bear the details as per cover page (Annexure-IV). Further the cover page of the O&M Manual shall be bilingual in Hindi & English Language.	
14.	Quality Requirement	Kindly confirm the follow quality requirement of the tender; For Sipat Project: 1. Kindly submit Quality plan for BHEL review, after placement of P.O. successful vendor to submit revised quality plan after incorporating NTPC comments, to be submitted to NTPC for approval. Kindly specifically confirm to follow customer approved QP. 2. Inspection by third party inspection agency and NTPC as per NTPC approved quality plan . 3. For spare items, vendor to submit test certificates endorsed by third party inspection agency as per NTPC approved QP. For Yamunanagar Project: 1. Kindly submit endorsed copy of Customer approved Quality plan (attached). Vendors to specifically confirm to follow customer approved QP. 2. Inspection by third party inspection agency and Customer as per Customer approved quality plan . 3 For spare items, vendor to submit test certificates endorsed by third party inspection agency as per Customer approved QP.	
		Inspection charges will be borne by BHEL. All coordination with third party inspection agency shall be done by the supplier only. Inspection call to third party inspection agency may be raised directly by the supplier; however 15 days are to be provided for deputation of representative of third party inspection agency for inspection.	
15.	IP Address	The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.	
16.	Dispatch documents	Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose: <ul style="list-style-type: none"> • Guarantee/Warrantee Certificates • E- Invoice and commercial inv • GeM invoice 	

		<ul style="list-style-type: none"> • Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy) • Packing list • E-waybill part-B • Original GST compliance certificate • MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site) 	
17.	Submission of bills on BHEL SUVIDHA portal	<p><i>Kindly ensure to necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal. PI note that bill will be registered & processed only after uploading dispatch documents on BHEL SuVIDHA portal.</i></p>	
18.	BREACH OF CONTRACT, REMEDIES AND TERMINATION:	<p>The following shall amount to breach of contract:</p> <p>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences,</p>	

financial or otherwise.

X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

Remedies in case of Breach of Contract.

i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments

		<p>of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>	
19.	Suspension of Business Dealings with Suppliers / Contractors:	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>	
20.	Settlement of Dispute, CONCILIATION & ARBITRATION	<p>Settlement of Dispute</p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become</p>	

final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.

CONCILIATION:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at

		<p>the time of invocation of dispute shall remain unchanged.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.</p> <p>Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar , shall have exclusive jurisdiction.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p>	
21.	<p>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</p>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p>	

		<p>1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, · or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>													
22.	MICRO AND SMALL ENTERPRISES (MSE):	<p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="431 1035 1409 1230"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST & Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)												
Micro															
Small															
23.	JURISDICTION:	<p>This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>													

<p>24. Force Majeure</p>	<p>"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.</p> <p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>	
<p>25. Cartel Formation</p>	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	

26.	Order of Precedence:	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC 	
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SPECIAL NOTE FOR BIDDERS:

- a. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- b. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- c. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- d. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- e. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.
- h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
4. Please submit signed & stamped copy (each page) of Integrity Pact.
5. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender.